

CONTRIBUTION AGREEMENT

This Contribution Agreement (this “Agreement”) is made and entered into as of December 18, 2017, and effective December 31, 2017, by and between Beasley Mezzanine Holdings, LLC, a Delaware limited liability company (“BMH”) and Beasley Media Group, LLC a Delaware limited liability company (“BMG”).

RECITALS

WHEREAS, BMH owns 0.25% partnership interests (the “Limited Partner Interests”) in each of the Delaware limited partnerships set forth on **Schedule A** hereto, (each a “License Limited Partnership”, and collectively, the “License Limited Partnerships”); and

WHEREAS, BMH desires to contribute the Limited Partner Interests in the License Limited Partnerships to BMG, and BMG desires to accept such contribution.

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

AGREEMENT

Section 1. Contribution. BMH hereby irrevocably contributes, assigns and transfers to BMG all of its right, title and interest in the Limited Partner Interests, and BMG hereby accepts the contribution, assignment and transfer of the General Partner Interests from BMH and assumes the rights and obligations associated therewith.

Section 2. Further Assurances. The parties hereto hereby agree to promptly execute and deliver all further instruments and documents, and promptly take all further actions, as may be deemed reasonably necessary, advisable or requested by any other party or its board of directors in order to consummate and make effective the transactions contemplated by this Agreement.

Section 3. Amendment. This Agreement may not be amended, modified or supplemented except in a writing signed by each party hereto.

Section 4. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to the conflict of law rules thereof.

Section 5. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof.

Section 6. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, and all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

BEASLEY MEDIA HOLDINGS, LLC

By: Caroline Beasley
Name: Caroline Beasley
Title: Chief Executive Officer

BEASLEY MEDIA GROUP, LLC

By: Caroline Beasley
Name: Caroline Beasley
Title: Chief Executive Officer

Schedule A

WDAS License Limited Partnership
WKIS License Limited Partnership
WPOW License Limited Partnership
WQAM License Limited Partnership
WXTU License Limited Partnership